

Original

**2003
NEW CONSTRUCTION
ADAMS COUNTY, INDIANA**

CONTRACT

THIS CONTRACT entered into this 31ST day of March, 2003, by and between the Adams County Commissioners on behalf of the Adams County Township, Trustee and County Assessors hereinafter referred to as the "Assessors" and the Appraisal Research Corporation hereinafter referred to as the "Professional Appraisers".

WITNESSETH THAT:

WHEREAS, the Assessors have determined that they should employ Professional Appraisers as such term is defined in I.C. 6-1.1-4-17(c) to aid them in the assessment of specific parcels of real property within Adams County, and

WHEREAS, the Assessors have fulfilled all statutory preconditions precedent to the employment of Professional Appraisers, and

WHEREAS, the Assessors wish to employ the Professional Appraisers and the Professional Appraisers are willing to be employed by the Assessors, and

WHEREAS, the Professional Appraisers are Professional Appraisers as such term is defined in I.C. 6-1.1-4-17(c),

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Assessors and Professional Appraisers hereby enter into this

CONTRACT FOR TECHNICAL ASSISTANCE

ARTICLE I: CONSIDERATION

1.01 The Assessors shall pay the Professional Appraisers as follows:

A fee of **NINE THOUSAND DOLLARS (\$9000.00)** in full payment for all duties, responsibilities and activities set out herein.

ARTICLE II: TERM OF CONTRACT

- 2.01 The Professional Appraisers shall begin the services set forth in this agreement upon notification by the Assessors of work to be done. All work except for appeals shall be completed no later than August 1, 2003.

ARTICLE III: SERVICES TO BE RENDERED

- 3.01 The Professional Appraisers will receive a property record card and any other information which the Assessors may have access too of parcels specified by the Assessors.
- 3.02 The Professional Appraisers will have access to current tax maps in order to route the parcels. The Professional Appraisers will visit each parcel picking up new construction and correcting any errors found in the process.
- 3.03 The Professional Appraisers will be responsible for gathering all information necessary to price the new construction according to the 2002 Real Property Guideline (Regulation 17).
- 3.04 The Professional Appraisers shall be available to provide defense of value should an appeal be filed on an assessment. This defense shall include but not be limited to, pre-hearing conferences, Property Tax Assessment Board of Appeal, State Tax Board or Tax Court support. Five days of this service shall be included in the contract with additional days available for a fee of Four Hundred Dollars per day (half day minimum).
- 3.05 The Professional Appraisers shall be responsible for a digital picture of each improvement which has had major change such as a house added to the parcel or a major addition. Utility sheds and wood decks shall not be considered a major change.
- 3.06 The Professional Appraisers shall provide all of its field personnel with suitable identification cards, which shall include an up to date photograph supplied by the Professional Appraisers.
- 3.07 The Professional Appraisers shall be responsible for other technical services as may be required by the Assessors when requested. Services and payment shall be negotiated at the time of request of additional services.

ARTICLE IV: TIME AND MANNER OF PAYMENT

- 4.01 Payment shall be made on a monthly basis as work is preformed.
Payment shall be made as quickly as the claims can be processed in the normal fashion used by the County.

ARTICLE V: PENALTIES

- 5.01 The payment made to the Professional Appraisers shall be reduced by Two Hundred and Fifty dollars (\$250.00) per business day, for each business day that review by the Professional Appraisers remains incomplete after the termination date set out in paragraph 2.01 hereof.

ARTICLE VI: RESPONSIBILITIES

- 6.01 Final determination of assessed value and true cash value is and shall remain the responsibility of the Assessors.

ARTICLE VII: NON-DISCRIMINATION

- 7.01 Pursuant to I.C. 22-9-1-10, the Professional Appraisers and their subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

ARTICLE VIII: GENERAL PROVISIONS

- 8.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Assessors and the Professional Appraisers relating thereto. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- 8.02 No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing the Contract, or their successors in office. The failure of either party at any time or times to require performance of any provision

hereof shall not be considered a waiver and will in no manner affect the right at a later time to enforce such provision.

- 8.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provision contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 8.04 This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- 8.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties and privileges of the Appraisal Research Corporation hereunder may not be transferred, sub-licensed or assigned by it, either in whole or part, without the prior written consent of the Assessors.

IN WITNESS THEREOF, the parties have executed this Contract by their duly authorized offices.

ADAMS COUNTY, INDIANA

Steven W. Bauman
County Commissioner

Date: 3/31/03

Edwin E. Poil
County Commissioner

Date: 3-31-03

Douglas L. Bauman
County Commissioner

Date: March 31, 2003

ATTEST:

Glenda Barry D.F.
Adams County Auditor

Date: March 31, 2003

APPRAISAL RESEARCH CORPORATION

By: *Virginia R. Whipple*
Virginia R. Whipple, Regional Manager

Date: 3.21.03

ADAMS COUNTY ASSESSORS

Kevin Ward

Blue Creek Twp. Trustee Assessor

Date: 3-20-03

Dan Smith

Hartford Twp. Trustee Assessor

Date: 3-26-03

[Signature]
Kirkland Twp. Trustee Assessor

Date: 4-7-03

Darrel O. [Signature]
Preble Twp. Trustee Assessor

Date: 4-02-03

[Signature]
Union Twp. Trustee Assessor

Date: 3/27/03

Dawn Z Bunch
Root Township Assessor

Date: 3/26/2003

Judith E. Affolter
Adams County Assessor

Date: 3-21-03

Steven L. Affolter
French Twp. Trustee Assessor

Date: 3-28-03

Dennis E Caffee
Jefferson Twp. Trustee Assessor

Date: 3-31-03

Gerald M. Walker
Monroe Twp. Trustee Assessor

Date: 3-26-03

Russell E. Cook
St. Mary's Twp. Trustee Assessor

Date: 3-26-03

Valerie H. Amstutz
Wabash Twp. Trustee Assessor

Date: 4-21-03

Rex W. [Signature]
Washington Township Assessor

Date: 3-26-03